

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

RAYMOND C. RINALDI and
MARYANNA RINALDI, his wife,

Plaintiffs

-vs-

SRA ASSOCIATES, INC.,

Defendant

3:08-cv-01056

CIVIL ACTION NO.

FILED
SCRANTON

*****MAY 30 2008*****

COMPLAINT

PER 
DEPUTY CLERK

I. INTRODUCTION

The Plaintiffs, RAYMOND C. RINALDI and MARYANNA RINALDI, his wife, by their attorneys, RINALDI & POVEROMO, P.C., bring this action against the Defendant, SRA ASSOCIATES, INC. (hereinafter referred to as "SRA") for damages for violation of the provisions of the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq., and the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1, et seq.

II. THE PARTIES

1. The Plaintiffs, RAYMOND C. RINALDI and MARYANNA RINALDI, his wife, are adult individuals currently residing at 3720 Lydon Lane, Moosic, Lackawanna County, Pennsylvania 18507. They are "consumers" within the meaning of 15 U.S.C. §1692a(3).

2. The Defendant, SRA, is a collection agency engaged in the business of collecting debts, with the principal place of business located at 401 Minnetonka Road, Hi Nella, New Jersey, 08083. The Defendant is a "debt collector" within the meaning of 15 U.S.C. §1692a(6).

III. JURISDICTION AND VENUE

3. The jurisdiction of this court is invoked under 15 U.S.C. §1692k(d) and 28 U.S.C. §1337.

4. Venue is proper in the Middle District of Pennsylvania pursuant to 28 U.S.C. § 1391(b).

IV. HISTORY OF CONTROVERSY

5. In a letter dated March 13, 2008, SRA advised Plaintiffs that Chrysler Financial (hereinafter referred to as "Chrysler") had referred Plaintiffs' account number 1000177565 for additional charges allegedly due for damages to a leased 2005 Chrysler Pacifica T automobile, VIN# 2C8GF68415R662060, to SRA for collection of an alleged balance of Five Hundred Forty Eight Dollars and Fifty Nine Cents (\$548.59). A copy of this collection letter is attached hereto as Exhibit "A" and made a part of the Complaint herein.

6. By letter dated March 7, 2008, the Plaintiffs disputed the validity of the debt and requested SRA to provide verification of the debt, including an itemized statement of how the amount of Five Hundred Forty Eight Dollars and Fifty Nine Cents (\$548.59) was calculated and a description of the products, services or adjustments for which the Plaintiffs were being charged. A copy of this letter is attached hereto as Exhibit "B" and made a part of the Complaint herein. This letter was sent by U.S. regular mail on March 7, 2008 to Chrysler Financial and was sent via facsimile to Warren Whitehead of SRA on March 14, 2008, as shown by the receipt attached hereto as Exhibit "C" and made a part of the Complaint herein. Despite this request, SRA, failed to provide verification of the debt as required by 15 U.S.C. §1692g(b).

7. Despite Plaintiffs' written request for an itemized statement of how the amount of the debt was calculated and a description of the products, services or adjustments for which the Plaintiffs were being charged, SRA failed to provide verification of the debt and failed to cease its collection communications with Plaintiffs. In fact, SRA phoned Plaintiffs at their residence on the following specific dates, among others, to demand payment of the sums allegedly owed, to wit: May 16, 2008 at 2:53 P.M., May 17, 2008 at 5:46 P.M., May 19, 2008 at 10:03 A.M., May 23, 2008 at 3:41 P.M., May 24, 2008 at 3:38 P.M., May 28, 2008 at 3:19 P.M. and May 29, 2008 at 10:00 A.M.. During these telephone calls, representatives of SRA, were rude and threatened further collection action unless the sums allegedly owed were paid promptly. In addition, by letter dated April 24, 2008, SRA notified Plaintiffs that it was continuing collection action because the account had not been paid despite several requests for payment. A copy of this collection letter is attached hereto as Exhibit "D" and made a part of the Complaint herein.

8. Despite Plaintiffs repeated requests, SRA has failed and refused to provide Plaintiffs with verification of the debt and has failed and refused to cease its collections calls.

COUNT I

(VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT)

9. Paragraphs 1 through 8, inclusive, this Complaint are incorporated herein by reference as though the same were here set forth at length.

10. SRA has willfully, unlawfully, recklessly and intentionally violated the provisions of the Fair Debt Collection Practices Act, generally, as set forth above and in the following

particular respects:

(a) SRA has failed and refused to mail the Plaintiffs a copy of the verification of the debt in contravention of 15 U.S.C. §1692g(b);

(b) SRA has failed and refused to suspend its collection efforts on a disputed debt pending mailing of a copy of the verification of the debt to Plaintiffs in contravention of 15 U.S.C. §1692g(b);

(c) SRA has engaged in harassing or abusive conduct by making persistent telephone calls to Plaintiffs in contravention of 15 U.S.C. §1692d;

(d) SRA has engaged in false, deceptive or misleading collection activities by misrepresenting the character, extent and amount of the alleged debt and by failing to disclose how the amount allegedly owed by Plaintiff was calculated in contravention of 15 U.S.C. §1692e.

(e) SRA has engaged in unfair or unconscionable collection activities, including collection of unauthorized fees, charges or amounts in contravention of 15 U.S.C. §1692f.

(f) SRA's collection letter dated March 13, 2008, and attached hereto as Exhibit "A", is misleading because of its failure to make the clear, conscious and accurate disclosures required by 15 U.S.C. §1692g.

(g) SRA has failed to honor Plaintiffs' written request to cease collection communication in contravention of 15 U.S.C. §1692c(e).

11. As a result of SRA's violations of the Fair Debt Collection Practices Act as described above, Plaintiffs have suffered mental anguish, damage to reputation, embarrassment and humiliation, and out of pocket expenses for which they are entitled to compensation in an amount to be determined.

12. In addition, Plaintiffs are entitled to statutory damages in an amount up to One Thousand Dollars (\$1,000.00) for each violation together with reasonable attorneys fees and costs of this action.

WHEREFORE, the Plaintiffs, RAYMOND C. RINALDI and MARYANNA RINALDI, his wife, demand a money judgment against the Defendant, SRA ASSOCIATES, INC., in an amount to be determined, plus reasonable attorneys fees, costs and Plaintiffs pray for such other and further relief as is just and proper.

COUNT II

**(VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW)**

13 Paragraphs 1 through 13, inclusive, of this Complaint are incorporated herein by reference as though the same were here set forth at length.

14. SRA has willfully, unlawfully, recklessly and intentionally violated the provisions and regulations of the Unfair Trade Practices and Consumer Protection Law (73 P.S. §201-1 et. seq.; 37 Pa. Code ch. 303), generally, as set forth above and in the following particular respects:

(a) SRA has failed to suspend collection activities until it investigated and responded to Plaintiffs' written allegation that the amount was not owed and/or inaccurate in contravention of 37 Pa. Code §303.7 (1);

(b) SRA has failed to suspend collection activities until it responded to Plaintiffs' written request for materials which substantiate the debt in violation of contravention of 37 Pa. Code §303.7 (2);

(c) SRA has misrepresented the character, extent and amount of the debt and has failed to itemize the balance allegedly due on the account in contravention of 37 Pa. Code § 303.3 (3);

(d) SRA has abused and harassed the Plaintiff by continuing to telephone the Plaintiff more than once every seven (7) days in contravention of 37 Pa. Code §303.4 (2);

(e) SRA has failed to honor Plaintiffs' written request to cease collection communication in contravention of 37 Pa. Code §303.4 (11); and

(f) SRA's violations of the Fair Debt Collections Practices Act, as alleged in Count I, are also violations of the Unfair Trade Practices and Consumer Protection Law.

15. As a result of SRA's violations of the Unfair Trade Practices and Consumer Protection Law as described above, Plaintiff has suffered mental anguish, damage to reputation, embarrassment and humiliation, and out of pocket expenses for which they are entitled to compensation in an amount to be determined.

16. SRA's acts have been deliberate, unconscionable, repeated and otherwise aggravated warranting the imposition of an award of treble damages, attorneys fees and costs of this action.

WHEREFORE, the Plaintiffs, RAYMOND C. RINALDI and MARYANNA RINALDI, his wife, demand a money judgment against the Defendant, SRA ASSOCIATES, INC., in an amount equal to three times Plaintiffs' aggregate actual damages, plus attorneys fees and costs and such other relief as the Court deems proper.

Respectfully Submitted,

RINALDI & POVEROMO, P.C.

BY: 

Carl J. Poveromo, Esquire

Attorney Identification No. 44713

Attorneys for Plaintiffs, Raymond C. Rinaldi
and Maryanna Rinaldi, his wife

P.O. Box 826
520 Spruce Street
Scranton, PA 18501
(570) 346-7441

COMMONWEALTH OF PENNSYLVANIA :
: §§
COUNTY OF LACKAWANNA :

AFFIDAVIT

RAYMOND C. RINALDI and MARYANND RINALDI, being duly sworn according to law, depose and state that the facts contained in the foregoing Complaint are true and correct to the best of their knowledge, information and belief.

Date: 5/30/2008


RAYMOND C. RINALDI

Date: 5/30/2008


MARYANNA RINALDI

Sworn to and subscribed before me
this 30 day of May, 2008.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CARL J. POVEROMO, Notary Public
City of Scranton, Lackawanna County
My Commission Expires January 1, 2012

DEPT 1607 7675330908031
P.O. BOX 4115
CONCORD CA 94524



March 13, 2008

SRA ASSOCIATES, INC.

401 Minnetonka Rd.
Hi Nella, NJ 08083
(800) 735-0552

RETURN SERVICE REQUESTED

RAYMOND C RINALDI
3720 LYDON LN
MOOSIC PA 18507

OUR CLIENT:
CHRYSLER FINANCIAL
CLT. ACCT #: 1000177565
OUR ACCT #: 01241504
AMOUNT DUE: \$548.59

DEAR RAYMOND C RINALDI:

Your account has been placed with our office for collection procedures. Our client has authorized us to utilize any proper methods necessary to enforce payment of this debt. However, as a courtesy to you, we will withhold collection procedures to allow you ample time to resolve this matter.

We therefore urge that you remit payment in full to our office.

Please send the balance in full to: SRA Associates, Inc. 401 Minnetonka Rd. Hi Nella, NJ 08083. For proper credit to your account, return this notice along with your payment.

IMPORTANT CONSUMER NOTICE

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL: OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH JUDGMENT OR VERIFICATION. IF YOU REQUEST THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

Sincerely,

SRA Associates, Inc.

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

SEND THIS NOTICE WITH YOUR PAYMENT

☐ ENCLOSED IS PAYMENT IN FULL.

MAKE YOUR MONEY ORDER PAYABLE TO "CHRYSLER FINANCIAL"

SRA ASSOCIATES, INC.
401 Minnetonka Rd.
Hi Nella, NJ 08083

RAYMOND C RINALDI 01241504
3720 LYDON LN
MOOSIC PA 18507

Amount Due: \$548.59





March 7, 2008

520 SPRUCE STREET
P.O. Box 826
SCRANTON, PA 18501

Chrysler Financial
P.O. Box 25952
Shawnee Mission, KS 66225

RAYMOND C. RINALDI
CARL J. POVEROMO
RAYMOND C. RINALDI II
FRED P. RINALDI

Re: Raymond C. Rinaldi II
2005 Chrysler Pacifica T
VIN: 2C8GF68415R662060

TELEPHONE: 570-346-7441
FACSIMILE: 570-346-8170
INTERNET: www.LawInPA.com
E-MAIL: Mail@LawInPA.com

Dear Sir/Madam:

I am in receipt of your letter dated January 15, 2008 alleging that I am responsible for additional charges in the sum of \$548.59 under the terms of a contract dated January 18, 2005 for the lease of the above-referenced vehicle.

The purpose of this letter is to notify you that this debt is disputed. Indeed, there were no damages to the vehicle which would warrant additional charges beyond the amount already collected. Accordingly, please provide me with proof of the damages charges and an itemization of the amounts expended by Chrysler Financial to allegedly repair or restore the vehicle.

In the meanwhile, please notify any credit bureaus to whom you have reported this charge that this debt is disputed. Failure to abide by the requests herein may subject you to civil liability under the Fair Debt Collections Practices Act and/or the Fair Credit Reporting Act. Please be guided accordingly.

Sincerely yours,

RINALDI & POVEROMO, P.C.

Raymond C. Rinaldi, II, Esquire

RCRII/aks



RINALDI & POVEROMO, P.C.

ATTORNEYS AND COUNSELORS AT LAW

RAYMOND C. RINALDI
CARL J. POVEROMO
RAYMOND C. RINALDI, II
FRED P. RINALDI

520 SPRUCE ST.
P.O. BOX 826
SCRANTON, PA 18501
Telephone (570) 346-7441
Fax (570) 346-8170

FACSIMILE TRANSMITTAL COVER SHEET

DATE: March 14, 2008

TO: Warren Whitehead

COMPANY: SRA Associates, Inc.

FACSIMILE NUMBER: 856-755-1244

NUMBER OF PAGES: 2 (INCLUDING COVER SHEET)

RE: Chrysler Financial - File #:1241504

COMMENTS: As per our telephone conversation of today's date, attached please find correspondence forwarded to Chrysler Financial on March 7, 2008. Please be guided accordingly.

If you do not receive all pages, please call sender as soon as possible.

SENDER: Raymond C. Rinaldi II, Esquire (Amanda)

IMPORTANT NOTICE

The information contained in this fax instrument is subject to the attorney/client privilege and is intended only for the use of the recipient designated above. If the person receiving this transmission is not the intended recipient, please note that any dissemination, distribution or publication of this communication is prohibited.

If you have received this transmission in error, please notify us as the sender by telephone and return the original transmission to us at the above mentioned address by first class U.S. Mail. We will promptly reimburse you for postage and handling. Thank you and we are sorry for any inconvenience which this may have caused.



* * * Memory TX Result Report (Mar. 14. 2008 3:24PM) * * *

1)
2)

Date/Time: Mar. 14. 2008 3:23PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
5502 Memory TX	18567551244	P. 2	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

RINALDI & POVEROMO, P.C.

ATTORNEYS AND COUNSELORS AT LAW

RAYMOND C. RINALDI
 CARL J. POVEROMO
 RAYMOND C. RINALDI, II
 FRED P. RINALDI

120 SPRUCE ST.
 P.O. BOX 125
 SCRANTON, PA. 18501
 Telephone (717) 346-7441
 Fax (717) 346-8170

FACSIMILE TRANSMITTAL COVER SHEET

DATE: March 14, 2008

TO: Warren Whitehead

COMPANY: SRA Associates, Inc.

FACSIMILE NUMBER: 856-755-1244

NUMBER OF PAGES: 2 (INCLUDING COVER SHEET)

RE: Chrysler Financial - File #: 1241504

COMMENTS: As per our telephone conversation of today's date, attached please find correspondence forwarded to Chrysler Financial on March 7, 2008. Please be guided accordingly.

If you do not receive all pages, please call sender as soon as possible.

SENDER: Raymond C. Rinaldi II, Esquire (Amanda)

IMPORTANT NOTICE

The information contained in this facsimile transmission is subject to the attorney/client privilege and is intended only for the use of the recipient designated above. If the person receiving this transmission is not the intended recipient, please note that any dissemination, distribution or publication of this communication is prohibited.

If you have received this transmission in error, please notify us as the sender by telephone and return the original transmission to us at the above mentioned address by first class U.S. Mail. We will promptly reimburse you for postage and handling. Thank you and we are sorry for any inconvenience which this may have caused.

DEPT 1607 3290726408044
P.O. BOX 4115
CONCORD CA 94524



April 24, 2008

RETURN SERVICE REQUESTED

RAYMOND C RINALDI
3720 LYDON LN
MOOSIC PA 18507

SRA ASSOCIATES, INC.

401 Minnetonka Rd.
Hi Nella, NJ 08083
(800) 735-0552

OUR CLIENT: CHRYSLER FINANCIAL

CLT. ACCT # 1000177565
OUR ACCT # 01241504
TOTAL AMOUNT DUE: \$548.59

DEAR RAYMOND C RINALDI:

You have ignored our previous letters requesting payment on your seriously overdue account with our client. It is our client's policy to attempt to recover delinquent accounts through SRA Associates, Inc. before making any decision whether to pursue further collection efforts.

We want to give you the opportunity to resolve this matter.

SRA Associates is offering a SETTLEMENT OFFER OF

70%

of your total amount due. To accept this offer you must pay 70% of your total amount due. This settlement must be received within 14 days from the date of this letter to be valid. If we do not hear from you, we will be advising our client to proceed accordingly with collection efforts.

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

Please send your payment to: SRA Associates, Inc. 401 Minnetonka Rd. Hi Nella, NJ 08083. For proper credit to your account, return this notice along with your payment.

Sincerely,

SRA Associates, Inc.

SEND THIS NOTICE WITH YOUR PAYMENT

☐ ENCLOSED IS PAYMENT IN FULL. 70%

MAKE YOUR MONEY ORDER PAYABLE TO "CHRYSLER FINANCIAL"

SRA ASSOCIATES, INC.
401 Minnetonka Rd.
Hi Nella, NJ 08083

RAYMOND C RINALDI 01241504
3720 LYDON LN
MOOSIC PA 18507

Amount Due: \$548.59



SRA012-0424C301489-JVSS-3 4334